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2
3 BILL NO. S-75-08-20

4 SPECIAL ORDINANCE NO. S- 156-95.

5 AN ORDINANCE approving a contract with L. W.
6 DAILEY for Resolution 5686-75, Monroe Street
7 Neighborhood Package Improvement

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated July 24, 1975, between the City
11 of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 L. W. DAILEY, INC., for:

13 Improvement of street, pavements, sidewalks, storm drainage
14 and street lighting of Monroe Street from the north property
15 line of Pettit Avenue to the north property line of Congress

16 for a total cost of \$168,908.00, all as more particularly set forth in said contract
17 which is on file in the Office of the Board of Public Works, and is by reference
18 incorporated herein, made a part hereof and is hereby in all things ratified, con-
19 firmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.

22
23 
24 _____
25 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Julius, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8/12/75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Julius, and duly adopted, placed on its passage.

Passed (LOST) by the following vote:

AYES 8, NAYS 0, ABSTAINED _____, ABSENT 1 to-wit:

BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DATE: 8-26-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-156-75 on the 26th day of August, 1975.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of August, 1975, at the hour of 12:00 o'clock 4 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of August, 1975, at the hour of 2:00 o'clock 4 M., E.S.T.

David L. Hoff
MAYOR

Bill No. Bill No. S-75-08-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

Re, your Committee on Public Works to whom was referred an Ordinance
approving a contract with L. W. DAILEY for Resolution 5686-75, Monroe Street
Neighborhood Package Improvement

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckels

William T. Hinga

Donald J. Schmidt

Win Moses Jr.

Eugene Kraus Jr.

John Nuckels

William T Hinga

D Schmidt

8-26-75
DATE 8-26-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

July 25, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded contracts on the following projects:

<u>RESOLUTION NUMBER</u>	<u>PROJECT</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
5686-75	Monroe St. NPI	L. W. Dailey, Inc.	\$168,908.00
5683-75	Gaywood Dr. Sidewalk	L. W. Dailey, Inc.	\$ 23,039.30
5680-75	St. Joe Road Improvement	Hipskind Asphalt	\$133,792.80


- Also -

Civil City Purchase Order 3-31212 for landscaping Mini Park at Wells and Third Street which was handled by Invitational Bid.	Ewing Nursery & Landscaping, Inc.	\$ 2,534.42
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Since contractors are most anxious to proceed with these projects, the Board requests "Prior Approval". These will be submitted for formal approval August 12, 1975. Attached are tabulation sheets.

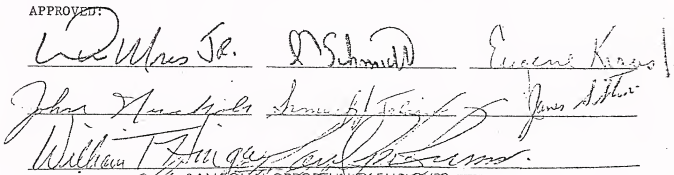
Sincerely,

BOARD OF PUBLIC WORKS


Dr. Jerry B. Boswell
Chairman

JDB:bt
cc: Mayor
Attachments

APPROVED:



ATTEST:

ANTHONY OPPORTUNITY EMPLOYER

PROJECT

Monroe Street Curb and Sidewalk Improvement Project

BID

ANALYSIS

DATE June 11, 1975

RES. NO. 5686-1975

MATERIAL

CONTRACTORS

STREETS—ALLEYS—SIDEWALKS
CUBAN UNIT MATERIAL

ESTIMATE

EXTENSION

L.W. DAILEY, INC.

UNIT
BIDTOTAL
BID

2800	Cu.Yds.	Excavation - Regular	5.00	14,000.00	5.00	14,000.00
165	Sq.Yds.	Pavement Removal	5.00	825.00	10.00	1,650.00
125	Sq.Yds.	Sidewalk Removal	2.00	250.00	3.00	375.00
10	Each	Trees to be removed	250.00	2,500.00	250.00	2,500.00
5,935	Sq.Yds.	Pavement, Concrete Plain 6"	11.00	65,285.00	11.90	70,626.00
100	Tons	Pavement, Asphalt, Deep Str.	30.00	4,500.00	25.00	3,750.00
310	Sq.Yds.	Private Drive Pave. Pl. Conc	13.00	4,030.00	17.00	5,270.00
260	Tons	Stone for Drives #73	6.00	1,560.00	6.00	1,560.00
3,686	Lin.Ft.	6"x6" Int. Curb Conc.	1.75	6,450.50	1.00	5,529.00
12,750	Sq.Ft.	Sidewalk, Concrete 5"	1.50	19,125.00	1.50	19,125.00
350	Sq.Yds.	Chip & Seal Pave. 3"	3.00	1,050.00	3.00	1,050.00
3,500	Sq.Yds.	Fine Grading	0.80	2,800.00	1.00	3,500.00
3,500	Sq.Yds.	Seeding, Incl. Mulch & Fert.	0.80	2,800.00	1.00	3,500.00
4	Each	Remove Cedar Poles	49.00	196.24	30.00	120.00
5	Each	Remove Wire Span	14.45	72.25	11.00	55.00
16	Each	Install. Alum. Poles	48.18	770.88	50.00	800.00
16	Each	Install. T.&C. Fixtures	10.95	175.20	15.00	240.00
1500	Lin.Ft.	Install U.G. #4 Cable in Tr.	0.25	390.00	0.30	450.00
1400	Lin.Ft.	Trenching 20" Deep	0.64	896.00	0.75	1,050.00
250	Lin.Ft.	Install. Conduit in Trench	3.50	875.00	1.20	300.00
5	Each	Manholes Type I	600.00	3,000.00	750.00	3,750.00
560	Lin.Ft.	#12" Copper Wire	0.08	44.80	0.50	280.00
4	Each	Catch Basin Type I	650.00	2,600.00	750.00	3,000.00
1	Each	Install Risers	72.00	72.00	15.00	15.00
5	Each	Inlet, Type I	350.00	1,750.00	375.00	1,875.00
7	Gals.	Polyurethane Foam	24.00	168.00	30.00	210.00
13	Each	Castings, Type C	125.00	1,625.00	150.00	1,950.00
1	Each	Casting, Type F	125.00	125.00	170.00	170.00
629	Lin.Ft.	Pipe, Class IV, 12"	12.50	7,862.50	12.00	7,548.00
743	Lin.Ft.	Pipe, Class IV, 15"	13.00	9,659.00	16.50	12,259.50
200	Tons	Special Backfill	5.00	1,000.00	6.00	1,200.00
200	Tons	Gravel Backfill #53	8.50	1,700.00	6.00	1,200.00

TOTAL

158,157.37

\$ 168,908.00

6 1/2% Over

62-181-9 7/24/75

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 24 day of July, 1975

by and between -----L. W. DAILEY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Imp. Res. No. 5686-1975-Monroe Street Neighborhood Package Improvement (see description on enclosed Resolution).

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5686-1975 and at the following price per linear foot -----

at the following prices:

Excavation, regular	Five dollars and no cents, per cubic yard	5.00
Pavement removal	Ten dollars and no cents, per square yard	10.00
Sidewalk removal	Three dollars and no cents, per square yard	3.00
Tree removal	Two hundred fifty dollars and no cents, per each	250.00
Pavement, concrete, plain, 6"	Eleven dollars and ninety cents, per square yard	11.90
Pavement, asphalt, deep strength, 8"	Twenty five dollars and no cents, per ton	25.00
Private drive pavement,	Seventeen dollars and no cents,	17.00

Private drive pavement, concrete, plain	Seventeen dollars and no cents, per square yard	17.00
Stone for drives, #73	Six dollars and no cents, per ton	6.00
6" x 6" integral curb, concrete	One dollar and fifty cents, per lineal foot	1.50
Sidewalk, concrete, 4"	One dollar and fifty cents, per square foot	1.50
Chip and Seal pavement, 3"	Three dollars and no cents, per square yard	3.00
Fine grading	One dollar and no cents, per square yard	1.00
Seeding, including mulch & fertilizer	One dollar and no cents, per square yard	1.00
Remove cedar poles including mast arm & fixture	Thirty dollars and no cents, per each	30.00
Remove one wire span duplex wiring	Eleven dollars and no cents, per each	11.00
Installation of aluminum embedded poles	Fifty dollars and no cents, per each	50.00
Installation of Town & Country fixture, 175 W.	Fifteen dollars and no cents, per each	15.00
Installation of U.G. #4 cable in trench	Thirty cents, per lineal foot	.30
Trenching, 20" deep	Seventy five cents, per lineal foot	.75
Installation of conduit in trench	One dollar and twenty cents, per lineal foot	1.20
Manhole, type I	Seven hundred fifty dollars and no cents, per each	750.00
#12 copper wire	Fifty cents, per lineal foot	.50
Catch basin, type I	Seven hundred fifty dollars and no cents, per each	750.00

Installation of risers	Fifteen dollars and no cents, per each	15.00
Inlet, type I	Three Hundred Seventy five dollars and no cents, per each	375.00
Polyurethane foam	Thirty dollars and no cents, per gallon	30.00
Castings, type C, required	One hundred fifty dollars and no cents, per each	150.00
Castings, type F, required	One hundred seventy dollars and no cents, per each	170.00
Pipe, Class IV, 12"	Twelve dollars and no cents, per lineal foot	12.00
Pipe, Class IV, 15"	Sixteen dollars and fifty cents, per lineal foot	16.50
Special backfill	Six dollars and no cents, per ton	6.00
Gravel backfill for trenches, #53	Six dollars and no cents, per ton	6.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5686-1975~~ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before September 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 2nd

day of July, 1975

L. W. DAITLEY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through

[Signature]

Carl E. Omer

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

MONROE STREET NEIGHBORHOOD PACKAGE IMPROVEMENT

WHEREAS, street, pavements, sidewalks, storm drainage and street lighting on the following described street are nonexistent and in need of improvement and,

WHEREAS, the resident property owners on the herein described street have petitioned the Board of Public Works of the City of Fort Wayne, Indiana, requesting installation of a Neighborhood Package Improvement including street pavement, sidewalks, storm sewers and street lighting and,

WHEREAS, the City Council of said City has appropriated Revenue Sharing monies and/or other funds for the specific purpose of this improvement commonly referred to as Monroe Street Neighborhood Package Improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works that it is deemed necessary to improve Monroe Street from the north property line of Pettit Avenue to the north property line of Congress Avenue by,

1. Draining, curbing, grading and paving the street to a uniform width of twenty seven (27) feet with 6 inch plain concrete,
2. Concrete sidewalks, 5 feet wide on both sides of the street described, except whye presently exist. Existing sidewalks indicated on the plans as condemned shall be replaced and paid for by the property owner at the rate setforth herein,
3. A storm sewer system adequate to provide drainage to the described street and abutting properties,
4. Ornamental street lighting with underground wiring,
5. Trees along street.

Improvements shall be in accordance with the plans, profiles, detailed drawings and specifications now on file in the office of the Board of Public Works of said City and such improvements are hereby ordered.

This improvement resolution is ordered pursuant to enabling legislation as follows:

1. Street Pavements - Burns Statute 48-2717
2. Sidewalks - Burns Statute 48-2703
3. Storm Sewers - Burns Statute 48-3950
4. Street Lighting - Burns Statute 48-3301

Preliminary determination for benefits of this improvement pursuant to the above Statutes is based upon assessment to the property owners for approximately 40% of the total project cost and 60% to be assessed upon the City of Fort Wayne, Indiana and paid for from Revenue Sharing and/or other appropriated funds. A maximum assessment of \$4.00 per front foot for the installation of sidewalks and \$14.00 per front foot for the remainder of the work setforth in the preceding sections shall be levied.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six per cent (6%) per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be held responsible for any sum or sums from said property owners for said work, or for the collection of same, or for the payment of any bond, bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said improvement, assessment of property, collection of assessments and issuance of bonds therefore, shall be as provided for in said above entitled acts and amendments thereto and supplemental thereof.

ADOPTED this _____ day of _____, 1975

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----

-----L. W. DAILEY, INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Sixty
Eight Thousand Nine Hundred Eight Dollars and No Cents-----

-----(\$168,908.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----L. W. DAILEY, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a
-----Pavement-----

XX ~~XXXXXXXXXX~~ Imp. Res. No. 5686-1975-Monroe
Street from -----

Street Neighborhood Package Improvement (see description on enclosed Resolution)

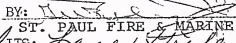
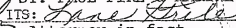
-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

L. W. DAILEY, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 30 day of June, 1975

L. W. DAILEY, INC. (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY:  (SEAL)
ST. PAUL FIRE & MARINE INSURANCE CO.
BY ITS:  (SEAL)
Attorney-in-fact

Approved this 24 day of July, 1975

YASTE, ZENT & RYE, INC.







Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we _____

L. W. DAILEY, INC.

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Sixty Eight Thousand Nine Hundred Eight Dollars and No Cents

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

168,908.00
(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 30 day of June, 1975

YASTE, ZENT & RYE, IN C
Authorized Agents

L. W. DAILEY, INC.

(SEAL)

BY: _____

BY: _____

(SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

BY ITS: _____

Attorney-in-fact

(SEAL)

YASTE, ZENT & RYE, INC.

(SEAL)

Approved this _____

24

day of _____

July, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 25, 1975

APPROVED AS TO FORM AND LEGALITY

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

ST. PAUL
FIRE and MARINE
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30 day of June 19 75

Secretary.

*Unlimited as to character and amount.

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

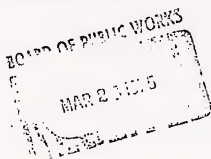
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			31f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	21f
	S	9.01	47	4c		5	21f
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17 1/30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35c holiday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91f
	S-SS						
TEAMSTER (BUILDING) (HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 1975



REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with L. W. Dailey, Inc. in amount of \$168,908.00
for Resolution 5686-75, Monroe Street Neighborhood Package Improvement.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Completion of work on approved project

EFFECT OF NON-PASSAGE Failure to complete work on approved project

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$168,908.00

ASSIGNED TO COMMITTEE Public Works